

INTERGOVERNMENTAL AGREEMENT FOR LEGAL SERVICES

This Intergovernmental Agreement for Legal Services ("Agreement") is entered into among the Cochise County Board of Supervisors, ("Board"), the Cochise County Attorney ("County Attorney") and the City of Bisbee ("Bisbee"),

RECITALS:

A. Bisbee requires legal representation and requests that the County Attorney provide that service; and

B. The County Attorney is authorized to provide that legal representation pursuant to A.R.S. §§ 11-532.E; and

C. The Board, County Attorney and Bisbee are authorized to enter into this Intergovernmental Agreement for Legal Services pursuant to A.R.S. § 11-952 and are willing to do so pursuant to the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purpose: The purpose of this Agreement is for the County Attorney to provide prompt, efficient and professional legal services to Bisbee.

2. Term: The initial term of this Agreement shall be from May 4, 2015 to July 3, 2017. This Agreement will be renewed for a two year term unless any party informs the other parties in writing of its intent not to renew at least one hundred and twenty (120) days before July 3, 2017.

3. Duties of Bisbee:

- a) Bisbee shall pay to the County Attorney \$60,000 per year to provide the legal representation to Bisbee as set forth herein, payable in equal monthly installments of \$5,000 beginning on May 4, 2015;
- b) Bisbee shall provide an office for County Attorney civil deputies or staff at its city hall, and IT support to allow County Attorney civil deputies to receive emails, phone calls and other communications at city offices and on their County computers, phones and smart phones;

- c) Bisbee shall pay the cost of one civil deputy to attend the City Attorneys' annual meeting sponsored by the Arizona League of Cities and Towns, including tuition, hotel, per diem and travel;
- d) Bisbee will reimburse the County for any travel expenses incurred in the course of representing Bisbee;

4. Duties of County Attorney: County Attorney shall:

a. Use the funds from Bisbee to provide salaries, benefits, support staff, equipment and offices sufficient to provide prompt, efficient and professional legal representation. For accounting purposes, the County will maintain and expend these funds through a separate fund line;

b. The County Attorney will maintain a confidential, attorney/client relationship with Bisbee with regard to legal representation and advice to Bisbee. The County Attorney will not represent Bisbee in any claim or action against the County, unless the conflict is waived by all parties thereto. In the case of a conflict between Bisbee and the County in negotiating an agreement or resolving an issue, and such conflict is not waived by all parties thereto, to the extent permitted by the Arizona Rules of Professional Conduct, the County Attorney may represent the County if the County Attorney does not possess information confidential to Bisbee concerning the matter, and Bisbee shall provide for its own legal representation as it deems fit;

c. The legal representation provided by the County Attorney will include all legal representation deemed necessary or desirable by Bisbee except:

i) consultation, claims and/or lawsuits that can be referred to Bisbee's insurance carrier;

ii) any litigation brought by or against either Bisbee in which the opposing party(ies) are represented by an attorney. In that case, the County Attorney will determine whether it is sufficiently staffed to provide such representation and either provide such representation or assist Bisbee in obtaining outside counsel to provide such representation;

d. It is understood that the County Attorney may employ its several attorneys, legal secretaries and paralegal in advising, representing and managing its representation of Bisbee; provided, however, that it will assign one attorney as its primary point of contact for Bisbee;

5. Disposition of Property upon Termination: The parties do not anticipate the purchase of any property pursuant to this Agreement. Any property that is acquired by the County Attorney with the funds provided will remain with the County Attorney.

6. Termination:

a. Conflict of Interest Cancellation. This Agreement can be canceled without penalty or further obligation pursuant to A.R.S. § 38-511.

b. Termination for Nonpayment. Bisbee's failure to make the required payment when due constitutes cause for termination upon thirty (30) days' prior written notice from the County Attorney.

c. By Agreement. This Agreement may be terminated at any time by agreement of the parties.

7. Contract Applicability to Third Parties: The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any third party of any kind whatsoever.

8. Workers' Compensation: An employee of any party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be deemed to be Cochise County, which shall be solely liable for any workers' compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

9. Non-Discrimination: The parties agree to comply with all applicable federal and state laws prohibiting discrimination on the basis of race, sex, national origin, disability, religion, color or age. Such laws include, but are not limited to, Executive Order 99-4, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments Act of 1972.

10. Inspection and Audit: Each party agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, each party agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

11. Jurisdiction and Applicable Law: This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

12. Attorney Review of this IGA: Pursuant to A.R.S. § 11-952, this Agreement must be reviewed by an attorney for Bisbee and the Board. It is understood and agreed that each party has authorized the County Attorney to review and approve this Agreement on its behalf and waives any conflict arising from such review and approval; provided, however, that Bisbee, at its option, may retain another attorney to review and approve this Agreement.

13. Execution in counterpart: This Agreement may be executed by its contracting parties in duplicate counterparts, each one of which shall constitute a binding contract document when signed.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

COCHISE COUNTY ATTORNEY

By: _____
Brian McIntyre
Cochise County Attorney

Date

COCHISE COUNTY BOARD of SUPERVISORS

By: _____
Pat Call, Chairman

Date

ATTEST:

Arlethe Rios

Date

Clerk of the Board

CITY of BISBEE

By: _____
Ron Oertle, Mayor Date _____

ATTEST:

Ashlee Coronado, City Clerk Date _____

The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

APPROVED:

By: _____
Britt Hanson, Chief Civil Deputy Date _____
Cochise County Attorney